

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

AT&T CORP.,
a New York corporation,

Plaintiff,

Civil Action No. 2022-cv-914-SDJ

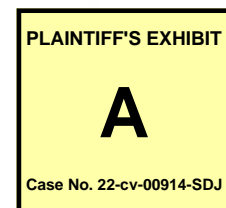
v.

GOODMAN NETWORKS
INCORPORATED, a Texas domestic
for-profit corporation,

Defendant.

**AFFIDAVIT IN SUPPORT OF MOTION
FOR ENTRY OF DEFAULT JUDGMENT**

1. My name is Caleena S. Braig. I am competent to make this declaration. The facts stated in this affidavit are within my personal knowledge and are true and correct.
2. I am the attorney for the plaintiff in the above-entitled action and I am familiar with the file, records, and pleadings in this matter.
3. On October 25, 2022, Plaintiff filed its Complaint for Breach of Contract and Quantum Meruit/Unjust Enrichment with the Court.
4. On November 1, 2022, Defendant was served with a summons and a copy of Plaintiff's Complaint for Breach of Contract and Quantum Meruit/Unjust Enrichment by a process server. A copy of the Affidavit of Service is identified and attached to Plaintiff's Request for Entry of Default as Exhibit A.
5. Defendant has failed to appear, plead or otherwise defend within the time allowed and, therefore, is now in default.
6. The default of the defendant was entered by the clerk on December 20, 2022.
7. Defendant is a civilian corporation and is *not* a minor, an incompetent person, or officer or agency of the State of Texas, or in military service.
8. Plaintiff's damages are computed as follows:



- a. There are three accounts identified in Plaintiff's Complaint that give rise to this lawsuit with the following principal amounts owed:
 - i. 171 796 8715 618, the amount owed is \$1,180,397.74;
 - ii. 8002 803 8505, the amount owed is \$37,061.05;
 - iii. 214 436 4185 868, the amount owed is \$7,429.70.
- b. The principal amount owed is \$1,224,888.49. The amount owed was calculated based on the contracts. AT&T provided services for which it was not paid totaling \$1,224,888.49.
- c. The AT&T Master Agreement, Reference No. 115207UA, signed and dated April 15, 2009, provides in Paragraph 4. PRICING AND BILLING, sub-part 4.4:
 - i. Customer will reimburse AT&T for all costs (including reasonable attorney fees) associated with collecting delinquent or dishonored payments, including reasonable attorney's fees. AT&T may charge late payment fees (a) for Services contained in a Tariff or Guidebook, at the rate specified therein, or (b) for all other Services, at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law for overdue payments. (Attached and identified as Exhibit B.)
- d. Plaintiff has endeavored to collect the unpaid balance of \$1,224,888.49 but to no avail.
- e. Calculation of interest on the principal balance of the three accounts at the rate of 1.5% per month computes as follows:
- f. Account No. 171 796 8715 618 - 18% interest calculated on balance less interest accrued:

$$\$293,784.75 - \$20,131.55 = \$273,653.20;$$

$$\$273,653.20 \times .18 = \$49,257.58/12 = \$4,104.80 \text{ monthly interest calculation;}$$

$$\$4,104.80 \times 13 \text{ months} = \$53,362.37 \text{ through February 25, 2023;}$$

$$\$273,653.20 \times .18 = \$49,257.58/365 = \$134.96 \text{ daily interest calculation;}$$

$$\$134.96 \times 19 \text{ days} = \$2,564.24 \text{ interest from February 25, 2023 thru March 16, 2023;}$$

Total interest: \$55,926.61.

- g. Account No. 171 796 8715 618 – 18% interest calculated on the *shortfall* only:

\$887,597.42 less \$994.50 credit adjustment = \$886,602.92
\$886,602.92 x .18 = \$159,588.52;

\$159,588.52/12 = \$13,299.04 monthly interest calculation on
shortfall balance ONLY;

\$13,299.04 x 9 months = \$119,691.38 through February 25,
2023;

\$159,588.52/365 = \$437.23;

\$437.23 x 19 days = \$8,307.35 interest from February 25,
2023 thru March 16, 2023;

Total interest on shortfall ONLY: \$127,998.73;

Total interest for Account No. 171 796 8715 618 equals
\$183,925.34 + balance owed \$1,180,397.74 totals
\$1,364,323.08.

- h. Account No. 8002 803 8505 - 18% interest calculated on the balance

\$37,061.05 x .18 = \$6,670.99;

\$6,670.99/12 = \$555.92 monthly interest calculation;

\$555.92 x 21 months = \$11,674.32 interest from June 1, 2021
thru March 1, 2023;

\$6,670.99/365 = \$18.28 daily interest calculation;

\$18.82 x 15 days = \$282.30 interest from March 2, 2023 thru
March 16, 2023;

Total interest: \$11,956.62;

Total interest for Account No. 8002 803 8505 equals
\$11,956.62 + balance owed \$37,061.05 totals **\$49,017.67.**

- i. Account No. 214 436 4185 868 – 18% interest calculated on balance

$\$7,429.70 \times .18 = \$1,337.35;$

$\$1,337.35/12 = \111.45 monthly interest calculation;

$\$111.45 \times 13 = \$1,448.85$ interest from January 25, 2022 thru February 25, 2023;

$\$1,337.35/365 = \3.66 daily interest calculation;

$\$3.66 \times 19 \text{ days} = \69.62 interest from February 26, 2023 thru March 16, 2023;

Total interest: \$1,518.47;

Total interest for Account No. 214 436 4185 868 equals $\$1,518.47 + \text{balance owed } \$7,429.70$ totals **\$8,948.17.**

- j. The total interest accrued on the three accounts is **\$187,400.43.**
- k. The total that includes the principal amount owing plus interest on the three accounts totals: **\$1,422,288.92.**
- l. Attorney's fees and costs through March 17, 2023, equal \$20,752.00.
- m. Principal, plus interest, plus attorney's fees and costs calculated through March 17, 2023 total **\$1,443,040.92.**

Date: March 21st 2023.



s/Caleena S. Braig

By: Caleena S. Braig

Texas State Bar #24076725

Colorado State Bar #51762

MOYE WHITE, LLP

16 Market Square, 6th Floor

1400 16th Street

Denver, CO 80202

Telephone: 303-292-2900

Facsimile: 303-292-4510

Email: caleena.braig@moyewhite.com

STATE OF COLORADO

:

: ss.

CITY AND COUNTY OF DENVER :



Subscribed and sworn to before me this 20th day of March 2023, by Caleena S.

Braig.

Witness my hand and official seal.

Rachael Cotner
Notary Public

My Commission expires: Oct 4, 2026

[SEAL]